



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St./11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Furniture Division/Division des ameublements
L'Esplanade Laurier,
East Tower 7th Floor
Tour est 7^e étage,
140 O'Connor, Street,
140 O'Connor, rue O'Connor,
Ottawa
Ontario
K1A 0R5

Title - Sujet Office Seating Fauteuils de bureau	
Solicitation No. - N° de l'invitation EP916-212817/A	Date 2021-04-13
Client Reference No. - N° de référence du client 20212817	
GETS Reference No. - N° de référence de SEAG PW-\$\$PQ-983-79946	
File No. - N° de dossier pq983.EP916-212817	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-04-29 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Wong, Michelle	Buyer Id - Id de l'acheteur pq983
Telephone No. - N° de téléphone (819) 639-9834 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See herein	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 SECURITY REQUIREMENTS	2
1.2 REQUIREMENT	2
1.3 PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS (PSAB)	2
1.4 CANADIAN CONTENT	2
1.5 DEBRIEFINGS	2
1.6 EPOST CONNECT SERVICE	2
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 SUBMISSION OF BIDS	3
2.3 ENQUIRIES - BID SOLICITATION	3
2.4 BID CHALLENGE AND RECOURSE MECHANISMS	4
PART 3 - BID PREPARATION INSTRUCTIONS	5
3.1 BID PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES	7
4.2 BASIS OF SELECTION	7
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATIONS REQUIRED WITH THE BID	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	9
PART 6 - RESULTING CONTRACT CLAUSES	11
6.1 SECURITY REQUIREMENTS	11
6.2 REQUIREMENT	11
6.3 STANDARD CLAUSES AND CONDITIONS	11
6.4 TERM OF CONTRACT	12
6.5 AUTHORITIES	12
6.6 PAYMENT	13
6.7 INVOICING INSTRUCTIONS	13
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	13
6.9 APPLICABLE LAWS	14
6.10 PRIORITY OF DOCUMENTS	14
6.11 CANADA'S FACILITIES TO ACCOMMODATE THE DELIVERY	14
6.12 STANDARD FINISHES	14
6.13 SACC MANUAL CLAUSES	14
6.14 DISPUTE RESOLUTION	14
ANNEX A	16
REQUIREMENT	16
ANNEX B	19
BASIS OF PAYMENT	19
ANNEX B-1	23
LOADING DOCK & FREIGHT ELEVATOR KEY PLAN	23

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security associated with this requirement.

Contractor may be escorted; possession of a security clearance not required.

1.2 Requirement

This solicitation is issued pursuant to the Supplier's Furniture for Office Seating Supply Arrangement (SA) that forms part of the series of SAs issued by PWGSC with the number E60PQ-120001/PQ. The terms and conditions in the Supplier's SA apply to and form part of this solicitation. Bidders who submit a bid agree to be bound by those terms and conditions as well as the terms and conditions in this solicitation.

The requirement is detailed under Annex A of the resulting contract clauses.

1.3 Procurement Strategy for Aboriginal Business (PSAB)

This requirement is a PSAB Stream Procurement.

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to [Annex 9.4](#) of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

1.4 Canadian Content

The requirement is subject to a preference for Canadian goods.

1.5 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.6 epost Connect service

This bid solicitation allows Bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFS), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the solicitation.

Bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.

PWGSC, National Capital Region: For Bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) business days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy and 1 soft copy on USB)
Section II: Financial Bid (1 hard copy and 1 soft copy on USB)
Section III: Certifications (1 hard copy and 1 soft copy on USB)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Prices must appear in the Financial Bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their Technical Bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their Financial Bid in accordance with the Basis of Payment.

3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) Canadian Content: The evaluation team will determine first if there are two or more bids that propose products denoted as Canadian Content in each of the Bidders' SA for Office Seating. In that event, the evaluation will be limited to these bids; otherwise, all bids will be evaluated. If some of the bids with Canadian Content products are declared non-responsive, or are withdrawn, and less than two responsive bids with Canadian Content products remain, the evaluation will continue among those bids with Canadian Content products. If all bids with Canadian Content products are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Additional Information

Integrity checks were performed on each Supplier at time of issuance of their respective Supply Arrangement (SA). By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions listed above.

5.1.2 Product Conformance

By submitting a bid, the Bidder certifies that all goods proposed conform, and will continue to conform throughout the period of the contract, to the requirement detailed under Annex A and to the Specifications of the series of SAs issued by PWGSC with the number E60PQ-120001/PQ.

5.1.3 Continuance of Certifications

The Bidder certifies that by submitting a bid in response to this solicitation, the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, continues to comply with all of the certifications submitted with its arrangement to become qualified as part of the series of SAs issued by PWGSC with the number E60PQ-120001/PQ.

5.1.4 Canadian Content Certification

SACC Manual clause [A3061T](#) (2018-12-06) Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc/labour/special-development/programs/employment-equity/federal-contractor-program.html) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2.2 Canadian Content Certification

SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

1. **Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the [Canada-United States-Mexico Agreement \(CUSMA\)](#) Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is to be replaced with "Canada". (Consult [Section 3.130](#) and [Annex 3.6](#) of the Supply Manual for further information.)
2. **Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
3. **Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:
 - a. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
 - b. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
4. **Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
5. **Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.
6. **Other Canadian goods and services:** Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

5.2.3 Price Certification

This certification applies to Competitive and Non-Competitive Requirements when the Total Evaluated Bid Price is \$50,000.00 or more and the bid is the only responsive bid.

a. Price Certification – Canadian-based Suppliers (other than Agency and Resale Outlets)

The Bidder certifies that the price proposed

- i. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- ii. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity, and
- iii. does not include any provision for discounts to selling agents.

b. Price Certification – Canadian Agency and Resale Outlets

The Bidder certifies that the price proposed

- i. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both; and does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity.

Signature: _____

Date: _____

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

There is no security requirement applicable to the Contract.

Contractor may be escorted; possession of security clearance not required.

6.2 Requirement

6.2.1 The Contractor must provide office seating in accordance with the Requirement at Annex A.

This contract is issued against the Supplier's Furniture for Office Seating Supply Arrangement (SA) that forms part of the series of SAs issued by PWGSC with the number E60PQ-120001/PQ. The terms and conditions in the Supplier's SA apply to and form part of this contract.

6.2.2 This requirement is a PSAB Stream Procurement.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 09 - Warranty, is amended as follows:

At Sub-section 1.

Deleted:	"The warranty period will be 12 months."
Inserted:	"The warranty period will be 10 years with the exception of user adjustable components, which will have a warranty of 5 years."

At Sub-section 2.

Deleted:	In its entirety
Inserted:	as follows: 2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs." All other provisions of the warranty section remain in effect.

Section 16 - Interest on Overdue Accounts

This provision will not apply to payments made by credit card at point of sale. This provision does not apply to Suppliers whose SAs do not include the provision for payment by credit card

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to the completion and acceptance of the Work.

6.4.2 Delivery Date

All the deliverables must be received on or before the date(s) indicated at Annex B.

Standard Lead time is between 6-10 weeks for furniture delivery and installation.

6.4.3 Shipping Instructions

Goods must be delivered FOB Destination, Applicable Taxes extra.

In addition to the above, the Contractor is to unload and move the goods to the delivery location(s) specified in the contract.

6.4.4 Delivery and Installation Points Location(s)

Delivery and Installation of the requirement will be made at the point(s) specified at Annex B of the Contract.

The Project Authority (PA) will provide the Supplier the authority to proceed prior to the finalized delivery and installation date taking into consideration the delivery and installation time provided by the Supplier. Canada will not be responsible if the Supplier chooses to proceed without the PA authorization.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Michelle Wong
Supply Specialist
Public Works and Government Services Canada

Telephone: 819-639-9834
E-mail address: michelle.wong@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is: *(to be completed at contract award)*

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract including the provision to approve the authority to proceed for delivery and installation and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

In addition, the PA is also responsible for ensuring that the Supplier's employees and subcontractors requiring access to the site adhere to the allocated time for the Supplier to access the site to deliver and install the furniture in accordance with the master schedule held by the General Contractor (a representative of Canada or a service provider(s) under contract with the Government of Canada).

6.5.3 Contractor's Representative

The Contractors Representative for the Contract is: *(to be completed at contract award)*

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex B – Basis of Payment, for a cost of \$*(to be completed at contract award)*. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 Method of Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payment

6.6.3 SACC Manual Clauses

SACC Manual clause C0100C (2010-01-11) Discretionary Audit - Commercial Goods and/or Services

6.6.4 Electronic Payment of Invoices – Contract

Canada may pay invoices by credit card if the Contractor's SA indicates acceptance of such payment. Refer to Supplier's SA.

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.
(to be completed at contract award)
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.8.2 SACC Manual Clauses

SACC Manual clause [A3060C](#) (2008-05-12), Canadian Content Certification

6.9 Applicable Laws

As set out in the article "Applicable Laws" in Part 6A of the SA.

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement of the SA E60PQ-120001;
- (b) the Articles of this Agreement;
- (c) the general conditions 2010A (2020-05-28) – General Conditions: Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated *(to be completed at contract award)*.

6.11 Canada's Facilities to Accommodate the Delivery

The Supplier's employees and subcontractors requiring access to the site must adhere to the health and safety plans established for the site, in addition to any laws in effect in the jurisdiction where the work is being performed.

During the period of the contract, a representative of Canada or a service provider(s) under contract with the Government of Canada may request the list of employees and subcontractors requiring access to the site to perform the work and their security statuses. Information must be provided in the timeframe prescribed in order to ensure that the supply, delivery and installation of the furniture aligns with the master schedule

6.12 Standard finishes

The Identified User (IU) will consult the Supplier's Website identified in Part 6A of the SA to view the available finishes.

Within ten business days of the contract award, the Project Authority will provide the Contractor with a written notice of Canada's finish choices for each of the product(s) in Annex A.

The Contractor will deliver the products corresponding to Canada's choice of specific finishes(s). No additional charge will be applied to Canada.

6.13 SACC Manual Clauses

[A9068C \(2010-01-11\)](#) Government Site Regulations
[B4003T \(2011-05-16\)](#) Canadian General Standards Board – Standards
[B6802C \(2007-11-30\)](#) Government Property
[B7500C \(2006-06-16\)](#) Excess Goods
[B9028C \(2007-05-25\)](#) Access to Facilities and Equipment
[G1005C \(2016-01-28\)](#) Insurance – No Specific Requirement

6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX A

REQUIREMENT


Table A1: CB1 – Rotary Conference Chair



CHAIR TYPE:	QTY: 155
<input checked="" type="checkbox"/> Rotary Chair (up to 275 lbs)	
<input type="checkbox"/> Rotary Chair large occupant (275 to 400 lbs)	
<input type="checkbox"/> Rotary Stool	

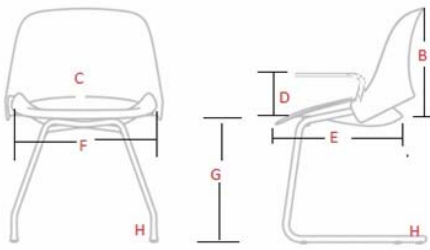
Continuance of Certifications and additional information:

Canada may request copies of any SA certification(s) or additional information to confirm chair criteria of product proposed prior to contract award within a time period specified by the Identified User.

	Criteria <i>Instructions</i>	Requirement Choices <i>(dimensions reflect Specifications for Office Seating (SA))</i>
A	Headrest <i>choose only 1</i>	<input type="checkbox"/> Yes – Adjustable and Removable <input checked="" type="checkbox"/> No
	Backrest Height <i>choose only 1</i>	<input checked="" type="checkbox"/> Standard = height between 450 mm (17.7 in.) to 660 mm (26.0 in.) <input type="checkbox"/> High = height greater than 660 mm (26.0 in.) <input type="checkbox"/> No preference
B	Backrest Style Preference(s) <i>choose ALL that are acceptable</i>	<input checked="" type="checkbox"/> No preference <i>note: style represents overall shape, design may vary</i> 
C	Lumbar Support <i>choose ALL that are acceptable</i>	<u>Adjustable</u> <input type="checkbox"/> Up/Down = min. 50 mm (2.0 in.) height adjustment between 150mm (5.9 in.) to 250 mm (9.8 in.) <input type="checkbox"/> Up/Down & In/Out <input checked="" type="checkbox"/> Fixed = between 150 mm (5.9 in.) to 250 mm (9.8 in.) above seat
D	Armrests <i>choose ALL that are acceptable</i>	<u>Adjustable</u> <input type="checkbox"/> Height adjustable = min. 63 mm (2.5 in.) adjustment between 176 mm (6.9 in.) to 289 mm (11.4 in.) <input type="checkbox"/> Width adjustable = min. 75 mm (3.0 in.) adjustment between 443 mm (17.0 in.) to 493 mm (19.4 in.) <input type="checkbox"/> Pivot adjustable = min. 20 degrees inward and min. 10 degrees outward <input checked="" type="checkbox"/> Fixed = height range between 200 mm (7.9 in.) to 250 mm (9.8 in.)
E	Seat Depth <i>choose ALL that are acceptable</i>	<input type="checkbox"/> Adjustable = min. 50 mm (2.0 in.) adjustment within the range 420 mm (16.5 in.) to 460 mm (18.1 in.) <input checked="" type="checkbox"/> Fixed <div><input type="checkbox"/> Shallow = 380 mm (15.0 in.) to 420 mm (16.5 in.) <input checked="" type="checkbox"/> Medium = greater than 420 mm (16.5 in.) to 460 mm (18.1 in.) <input type="checkbox"/> Deep = greater than 460 mm (18.1 in.)</div>
F	Seat Width	<u>Refer to chair type above</u> <i>Rotary chairs and stools = min. width of 450 mm (17.7in.)</i> <i>Rotary Large Occupant models = min. width of 560 mm (22.0 in.)</i>

G	Seat Height choose ALL that are acceptable	Rotary Chair	<input checked="" type="checkbox"/> Adjustable <input type="checkbox"/> Fixed = between 417 mm (16.4 in.) to 512 mm (20.2 in.)	<input checked="" type="checkbox"/> Standard = includes 417 mm (16.4 in.) or less to 512 mm (20.2 in.) or more <input type="checkbox"/> Low = includes 376 mm (14.8 in.) to 439 mm (17.3 in.) <input type="checkbox"/> Other
		Rotary Stool	<input type="checkbox"/> Adjustable = includes range from 580 mm (23 in.) to 840 mm (33 in.) <input type="checkbox"/> Fixed = equal or greater than 670 mm (27.5 in)	
H	Tilt Mechanism choose ALL that are acceptable	<input checked="" type="checkbox"/> Synchro-tilt = Preset ratio >1:1 <input type="checkbox"/> Unison-tilt = Preset ratio of 1:1 <input type="checkbox"/> Independent-tilt = Seat and backrest angle adjust independently of each other		
I	Seat and Backrest Locks choose ALL that are acceptable	<input type="checkbox"/> Setup Position = chair locks into position with seat flat and backrest straight <input checked="" type="checkbox"/> Multiple Positions = chair locks into setup position plus other angles for seat and backrest		
J	Casters	<input checked="" type="checkbox"/> Carpet <input type="checkbox"/> Hard Surface		
L	Foot Ring	Standard with stool models only		
	Finishes (Upholstery / Non-Upholstery)	Backrest	<input type="checkbox"/> Upholstery <input checked="" type="checkbox"/> Breathable material (Mesh)	<input type="checkbox"/> Other
		Seat	<input checked="" type="checkbox"/> Upholstery <input type="checkbox"/> Breathable material (Mesh)	<input type="checkbox"/> Other
	Additional Criteria:	Chairs must have a minimum of 5 mesh colors available and 2 frame colors to choose from.		


Table A2: CB2 – Side Chair



SIDE CHAIR **QTY: 86**

Continuance of Certifications and additional information:

Canada may request copies of any SA certification(s) or additional information to confirm chair criteria of product proposed prior to contract award within a time period specified by the Identified User.

	Criteria <i>Instructions</i>	Requirement Choices <i>(dimensions reflect Specifications for Office Seating (SA))</i>
B	Backrest Height	Standard = minimum height of 354 mm (13.9 in)
	Backrest Style Preference(s) choose ALL that are acceptable	<input checked="" type="checkbox"/> No preference note: style represents overall shape, design may vary 
C	Lumbar Support choose only 1	<input type="checkbox"/> Yes = height adjustment between 150 mm (5.9 in.) to 250 mm (9.8 in.) <input checked="" type="checkbox"/> No

D	Armrests <i>choose only 1</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
E	Seat Depth <i>choose only 1</i>	Fixed	<input type="checkbox"/> Shallow = 380 mm (15.0 in.) to 420 mm (16.5 in.) <input checked="" type="checkbox"/> Medium = greater than 420 mm (16.5 in.) to 460 mm (18.1 in.) <input type="checkbox"/> Deep = greater than 460 mm (18.1 in.)
F	Seat Width	Standard = minimum width of 400 mm (15.7 in.)	
G	Seat Height	Fixed = between 417 mm (16.4 in.) and 512 mm (20.2 in.)	
H	Stacking: <i>choose only 1</i>	<input type="checkbox"/> Horizontal (nesting) <input checked="" type="checkbox"/> Vertical <input type="checkbox"/> No preference	
	Base Style <i>choose ALL that are acceptable</i>	<input checked="" type="checkbox"/> Legs (4 post) <input checked="" type="checkbox"/> Casters for carpet <input type="checkbox"/> Glides <input type="checkbox"/> Sled <input type="checkbox"/> Cantilever <input type="checkbox"/> Other	
	Finishes <i>(Upholstery / Non-Upholstery)</i> <i>choose ALL that are acceptable</i>	Backrest	<input checked="" type="checkbox"/> Upholstery <input type="checkbox"/> Other <input type="checkbox"/> Breathable material (Mesh)
		Seat	<input checked="" type="checkbox"/> Upholstery <input type="checkbox"/> Other <input type="checkbox"/> Breathable material (Mesh)
	Additional Criteria:	None	

ANNEX B

BASIS OF PAYMENT

1. Procurement Strategy

☒ Subcategory Procurement

☐ All-inclusive Procurement

2. Product and Pricing

INSTRUCTIONS TO BIDDERS: Bidders are to complete Sections B of the tables identified by the IU in this article as well as Tables 8 and 9. **Bidders must provide a complete product offering for each Subcategory or All-inclusive Procurement.** In a resulting contract, the term "Bid" means the Supplier's commitment, the term "Bidder" means "Contractor".

SUBCATEGORY CB1 – Rotary Conference Chairs

Table 1 – Products

Section A - IU REQUIREMENT			Section B – SUPPLIER'S BID		
Table	Title	Quantity (A)	Manufacturer/ Series/Model	Firm Unit Price (B)	Product Total (C)=(A)x(B)
A1	CB1 – Rotary Conference Chairs	155		\$	\$
Subtotal for Products					\$

Table 2 – Optional Products

NOT APPLICABLE

Table 3 – Delivery

Section A - IU REQUIREMENT				Section B – SUPPLIER'S BID	
Table(s)	Location	Desired Date** (YY/MM/DD)	Desired Time*	Supplier will deliver on the date and at the time below**	Firm Lot Price \$
A1	125 Zaida Eddy Private Ottawa Ontario 2 nd floor	Late June – Early July 2021	Outside Normal Business Hours		\$
*Normal Business Hours are 8:00 – 17:00, as per Annex A of the SA, article 5. **If no dates and times are added by the Supplier, the Supplier agrees to deliver on the Desired Date and Time.				Subtotal for Deliveries:	\$

Table 4 – Optional Delivery

NOT APPLICABLE

Table 5 - Canada's Facilities to Accommodate the Delivery

Canada's Facilities to Accommodate the Delivery	
Loading Dock/Location	125 Zaida Eddy Private, Ottawa Ontario, K1A Location hours: 4pm-10pm
Lift	Does not exist – N/A
Door	Doors on path from loading dock to install location large enough to fit standard pallets
Freight Elevator	Yes – See Loading dock & Freight elevator Key plan at Annex B-1. Loading Dock is ~12 m from freight elevator
Other	Canada DOES NOT recommend a 53 ft trailer for delivery. A moving truck 20ft – 26ft with lift gate is recommended.

Table 6 – Installation

Section A - IU REQUIREMENT				Section B – SUPPLIER'S BID	
Table(s)	Location	Desired Date** (YY/MM/DD)	Desired Time*	Supplier will install on the date and at the time below**	Firm Lot Price \$
A1	125 Zaida Eddy Private Ottawa Ontario 2 nd floor	Late June – Early July 2021	Outside Normal Business Hours		\$
*Normal Business Hours are 8:00 – 17:00, as per Annex A of the SA, article 5. **If no dates and times are added by the Supplier, the Supplier agrees to install on the Desired Date and Time.			Subtotal for Installations:		\$

Table 7 – Optional Installation

NOT APPLICABLE

Table 8 – Bid Evaluation and Contract Total (Canada may complete if not completed by the Bidder)

1	Firm Product Total (Table 1)	\$
2	Firm Delivery Total (Table 3)	\$
3	Firm Installation Total (Table 6)	\$
4	Total Evaluated (Bid) Price* (1 + 2 + 3) [to be removed at contract award]	\$
5	Contract Price* (1 + 2 + 3) [to be completed at contract award]	\$

*Applicable taxes extra.

Table 9 – Bidder's Authorized Representative

1.	Bidder's Authorized Representative for the Bid and the Contract		
	Name:	Telephone:	
		Email:	
		SA number:	
		PBN:	

SUBCATEGORY CB2 – Side Chair

Table 1 – Products

Section A - IU REQUIREMENT			Section B – SUPPLIER'S BID		
Table	Title	Quantity (A)	Manufacturer/ Series/Model	Firm Unit Price (B)	Product Total (C)=(A)x(B)
A2	CB2 – Side Chairs	86		\$	\$
Subtotal for Products					\$

Table 2 – Optional Products

NOT APPLICABLE

Table 3 – Delivery

Section A - IU REQUIREMENT				Section B – SUPPLIER'S BID	
Table(s)	Location	Desired Date** (YY/MM/DD)	Desired Time*	Supplier will deliver on the date and at the time below**	Firm Lot Price \$
A2	125 Zaida Eddy Private Ottawa Ontario 2 nd floor	Late June – Early July 2021	Outside Normal Business Hours		\$
*Normal Business Hours are 8:00 – 17:00, as per Annex A of the SA, article 5. **If no dates and times are added by the Supplier, the Supplier agrees to deliver on the Desired Date and Time.				Subtotal for Deliveries:	\$

Table 4 – Optional Delivery

NOT APPLICABLE

Table 5 - Canada's Facilities to Accommodate the Delivery

Canada's Facilities to Accommodate the Delivery	
Loading Dock/Location	125 Zaida Eddy Private, Ottawa Ontario, K1A Location hours: 4pm-10pm
Lift	Does not exist – N/A
Door	Doors on path from loading dock to install location large enough to fit standard pallets
Freight Elevator	Yes – See Loading dock & Freight elevator Key plan at Annex B-1. Loading Dock is ~12 m from freight elevator
Other	Canada DOES NOT recommend a 53 ft trailer for delivery. A moving truck 20ft – 26ft with lift gate is recommended.

Table 6 – Installation

Section A - IU REQUIREMENT				Section B – SUPPLIER'S BID	
Table(s)	Location	Desired Date** (YY/MM/DD)	Desired Time*	Supplier will install on the date and at the time below**	Firm Lot Price \$
A2	125 Zaida Eddy Private Ottawa Ontario 2 nd floor	Late June – Early July 2021	Outside Normal Business Hours		\$
*Normal Business Hours are 8:00 – 17:00, as per Annex A of the SA, article 5. **If no dates and times are added by the Supplier, the Supplier agrees to install on the Desired Date and Time.			Subtotal for Installations:		\$

Table 7 – Optional Installation

NOT APPLICABLE

Table 8 – Bid Evaluation and Contract Total (Canada may complete if not completed by the Bidder)

1	Firm Product Total (Table 1)	\$
2	Firm Delivery Total (Table 3)	\$
3	Firm Installation Total (Table 6)	\$
4	Total Evaluated (Bid) Price* (1 + 2 + 3) <i>[to be removed at contract award]</i>	\$
5	Contract Price* (1 + 2 + 3) <i>[to be completed at contract award]</i>	\$

*Applicable taxes extra.

Table 9 – Bidder's Authorized Representative

1.	Bidder's Authorized Representative for the Bid and the Contract		
	Name:	Telephone:	
		Email:	
		SA number:	
		PBN:	

ANNEX B-1

LOADING DOCK & FREIGHT ELEVATOR KEY PLAN

